

THE QUEEN'S BENCH
Winnipeg Centre

IN THE MATTER OF: THE *COMPANIES CREDITORS*
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF: A PROPOSED PLAN OF
COMPROMISE OR ARRANGEMENT WITH RESPECT TO ARCTIC
GLACIER INCOME FUND, ARCTIC GLACIER INC., ARCTIC
GLACIER INTERNATIONAL INC. and the ADDITIONAL
APPLICANTS LISTED ON SCHEDULE "A" HERETO

(collectively, the "**APPLICANTS**"),

Application UNDER THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, R.S.C.1985, c.C-36, AS AMENDED

AFFIDAVIT OF LUCILLE FREDRICKSON

Sworn: May 20, 2014

Date of Hearing: Wednesday May 21, 2014

BEFORE THE HONOURABLE MADAM JUSTICE SPIVAK

FILLMORE RILEY LLP

Barristers, Solicitors & Trade-Mark Agents

1700 - 360 Main Street

Winnipeg, MB R3C 3Z3

Telephone: 204-957-8321

Facsimile: 204-954-0321

D. WAYNE LESLIE

File No. 423874-1

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**AFFIDAVIT OF LUCILLE FREDRICKSON
Sworn May 20, 2014**

I, LUCILLE FREDRICKSON, of the City of Winnipeg, in the Province
of Manitoba, Legal Assistant,

MAKE OATH AND SAY THAT:

1. I am a legal assistant in the law firm of Fillmore Riley LLP,
lawyers for the creditor, Peggy Darlene Johnson ("Ms. Johnson"), and
as such have personal knowledge of the facts and matters hereinafter

deposed to by me except where same are stated to be based upon information and belief and where so stated, I verily believe the same to be true.

2. Attached hereto as **Exhibit "A"** to this my affidavit is a true copy of the Proof of Claim of Ms. Johnson, Schedule "A" thereto, dated October 29, 2012.


3. A review of the annual reports of Arctic Glacier for the period 2005 to 2011 inclusive, applicable to her claim, reveal the following annual sales:

Based on Arctic Annual Reports

<u>Year</u>	<u>Sales</u>	<u>X 0.0075</u>
2005	\$156,439,000	\$ 1,173,292
2006	219,249,000	1,644,367
2007	249,067,000	1,868,002
2008	246,982,000	1,852,365
2009	227,588,000	1,706,910
2010	233,489,000	1,751,167
2011	237,099,000	<u>1,778,242</u>
Total Royalties calculated at .0075 x yearly sales, 2005 to 2011		<u>\$11,774,345</u>

4. I make this Affidavit in good faith.

SWORN before me at the City)
of Winnipeg, in the Province)
of Manitoba, this 20th day)
of May, 2014)


_____)
A Commissioner for Oath)
In and for the Province of Manitoba))
My commission expires: Feb 21/15)


_____)
LUCILLE FREDRICKSON

SCHEDULE "C"

PROOF OF CLAIM FORM FOR CLAIMS AGAINST THE ARCTIC GLACIER PARTIES¹

1. Name of Arctic Glacier Party or Parties (the "Debtor"):

Debtor: The Arctic Glacier Parties except Arctic Glacier Income Fund (collectively "Arctic" or the "Debtor")

2a. Original Claimant (the "Claimant")

Legal Name of Claimant Peggy Johnson

Name of Contact Fillmore Riley LLP
Attn: D. Wayne Leslie

Address 2112 Henderson Hwy.

Title Solicitor & Agent for Peggy Johnson

Phone # 204 - 957-8321

Fax # 204 - 954-0321

City Winnipeg Prov /State MB

email dwleslie@fillmoreriley.com

Postal/Zip Code R2G 1P6

2b. Assignee, if claim has been assigned

Legal Name of Assignee NOT APPLICABLE

Name of Contact _____

Address _____

Phone # _____

Fax # _____

City _____ Prov /State _____

email: _____

Postal/Zip Code _____

This is exhibit "A" referred to in the Affidavit of Luelle Frederickson sworn before me this 20 day of MAY, 2014
[Signature]
A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF MANITOBA
MY COMMISSION EXPIRES Feb 21, 2015

¹ Arctic Glacier Income Fund, Arctic Glacier Inc., Arctic Glacier International Inc., Arctic Glacier California Inc., Arctic Glacier Grayling Inc., Arctic Glacier Lansing Inc., Arctic Glacier Michigan Inc., Arctic Glacier Minnesota Inc., Arctic Glacier Nebraska Inc., Arctic Glacier Newburgh Inc., Arctic Glacier New York Inc., Arctic Glacier Oregon Inc., Arctic Glacier Party Time Inc., Arctic Glacier Pennsylvania Inc., Arctic Glacier Rochester Inc., Arctic Glacier Services Inc., Arctic Glacier Texas Inc., Arctic Glacier Vernon Inc., Arctic Glacier Wisconsin Inc., Diamond Ice Cube Company Inc., Diamond Newport Corporation, Glacier Ice Company, Inc., Ice Perfection Systems Inc., Icesurance Inc., Jack Frost Ice Service, Inc., Knowlton Enterprises, Inc., Mountain Water Ice Company, R&K Trucking, Inc., Winkler Lucas Ice And Fuel Company, Wonderland Ice, Inc. and Glacier Valley Ice Company, L.P. (California) (collectively, the "Arctic Glacier Parties").

3 Amount of Claim

The Debtor was and still is indebted to the Claimant as follows:

Currency	Amount of Claim (including interest to October 31, 2012)	Unsecured Claim	Secured Claim
SEE ATTACHED SCHEDULE A		<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

4 Documentation


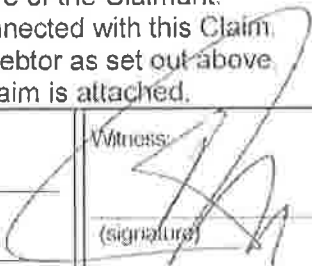
SEE ATTACHED SCHEDULE "B"

Provide all particulars of the Claim and supporting documentation, including amount, and description of transaction(s) or agreement(s), or legal breach(es) giving rise to the Claim, and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security,

5 Certification

I hereby certify that:

1. I am the Claimant or authorized representative of the Claimant.
2. I have knowledge of all the circumstances connected with this Claim.
3. The Claimant asserts this Claim against the Debtor as set out above.
4. Complete documentation in support of this claim is attached.

Signature: 	Witness: 
Name: PEGGY JOHNSON	(signature)
Title:	D. WAYNE LESLIE (print)
Dated at <u>Winnipeg</u> this <u>29th</u> day of <u>October</u> , 2012	

6 Filing of Claim

This Proof of Claim must be received by the Monitor by 5:00 p.m. (Winnipeg time) on October 31, 2012 by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:

Alvarez & Marsal Canada Inc., Arctic Glacier Monitor

Address: Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON Canada M5J 2J1

Attention: Melanie MacKenzie and Joshua Nevsky

Email: mmackenzie@alvarezandmarsal.com, jnevsky@alvarezandmarsal.com

Fax No.: 416-847-5201

For more information see www.alvarezandmarsal.com/arcticglacier, or contact the Monitor by telephone (1-866-688-0510)

SCHEDULE "C-2"

CLAIMANT'S GUIDE TO COMPLETING THE PROOF OF CLAIM FORM FOR CLAIMS AGAINST THE ARCTIC GLACIER PARTIES²

This Guide has been prepared to assist Claimants in filling out the Proof of Claim form for Claims against the Arctic Glacier Parties. If you have any additional questions regarding completion of the Proof of Claim, please consult the Monitor's website at www.alvarezandmarsal.com/arcticglacier or contact the Monitor, whose contact information is shown below.

Additional copies of the Proof of Claim may be found at the Monitor's website address noted above.

Please note that this is a guide only, and that in the event of any inconsistency between the terms of this guide and the terms of the Claims Procedure Order made on September 5, 2012 (the "Claims Procedure Order"), the terms of the Claims Procedure Order will govern.

SECTION 1 – DEBTOR

1. The full name of the Arctic Glacier Party or Parties against which the Claim is asserted must be listed (see footnote 1 for complete list of Arctic Glacier Parties).

SECTION 2(a) – ORIGINAL CLAIMANT

2. A separate Proof of Claim must be filed by each legal entity or person asserting a claim against the Debtor.
3. The Claimant shall include any and all Claims it asserts against the Debtor in a single Proof of Claim.
4. The full legal name of the Claimant must be provided.
5. If the Claimant operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.
6. If the Claim has been assigned or transferred to another party, Section 2(b) must also be completed.
7. Unless the Claim is assigned or transferred, all future correspondence, notices, etc. regarding the Claim will be directed to the address and contact indicated in this section.
8. Certain Claimants are exempted from the requirement to file a Proof of Claim. Among those Claimants who do not need to file a Proof of Claim are persons whose Claims

² Arctic Glacier Income Fund, Arctic Glacier Inc., Arctic Glacier International Inc., Arctic Glacier California Inc., Arctic Glacier Grayling Inc., Arctic Glacier Lansing Inc., Arctic Glacier Michigan Inc., Arctic Glacier Minnesota Inc., Arctic Glacier Nebraska Inc., Arctic Glacier Newburgh Inc., Arctic Glacier New York Inc., Arctic Glacier Oregon Inc., Arctic Glacier Party Time Inc., Arctic Glacier Pennsylvania Inc., Arctic Glacier Rochester Inc., Arctic Glacier Services Inc., Arctic Glacier Texas Inc., Arctic Glacier Vernon Inc., Arctic Glacier Wisconsin Inc., Diamond Ice Cube Company Inc., Diamond Newport Corporation, Glacier Ice Company, Inc., Ice Perfection Systems Inc., Icesurance Inc., Jack Frost Ice Service, Inc., Knowlton Enterprises, Inc., Mountain Water Ice Company, R&K Trucking, Inc., Winkler Lucas Ice And Fuel Company, Wonderland Ice, Inc. and Glacier Valley Ice Company, L.P. (California) (collectively, the "Arctic Glacier Parties").

form the subject matter of the Indirect Purchaser Litigation, the Canadian Retail Litigation or the Direct Purchaser Litigation. Please consult the Claims Procedure Order for details with respect to these and other exemptions.

SECTION 2(b) – ASSIGNEE

9. If the Claimant has assigned or otherwise transferred its Claim, then Section 2(b) must be completed.
10. The full legal name of the Assignee must be provided.
11. If the Assignee operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.
12. If the Monitor in consultation with the Debtor is satisfied that an assignment or transfer has occurred, all future correspondence, notices, etc. regarding the Claim will be directed to the Assignee at the address and contact indicated in this section.

SECTION 3 - AMOUNT OF CLAIM OF CLAIMANT AGAINST DEBTOR

13. Indicate the amount the Debtor was and still is indebted to the Claimant in the Amount of Claim column, including interest to October 31, 2012.

Currency

14. The amount of the Claim must be provided in the currency in which it arose.
15. Indicate the appropriate currency in the Currency column.
16. If the Claim is denominated in multiple currencies, use a separate line to indicate the Claim amount in each such currency. If there are insufficient lines to record these amounts, attach a separate schedule indicating the required information.
17. If necessary, currency will be converted in accordance with the Claims Procedure Order.

Unsecured Claim

18. Check this box ONLY if the Claim recorded on that line is an unsecured claim.

Secured Claim

19. Check this box ONLY if the Claim recorded on that line is a secured claim.

SECTION 4 - DOCUMENTATION

20. Attach to the Proof of Claim form all particulars of the Claim and supporting documentation, including amount, and description of transaction(s) or agreement(s), or legal breach(es) giving rise to the Claim, and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the affected Debtor to the Claimant and estimated value of such security.

SECTION 5 - CERTIFICATION

21. The person signing the Proof of Claim should:
- (a) be the Claimant or authorized representative of the Claimant.
 - (b) have knowledge of all the circumstances connected with this Claim.
 - (c) assert the Claim against the Debtor as set out in the Proof of Claim and certify all supporting documentation is attached.
 - (d) have a witness to its certification.
22. By signing and submitting the Proof of Claim, the Claimant is asserting the claim against the Debtor.

SECTION 6 - FILING OF CLAIM

23. The Proof of Claim **must be received by the Monitor by 5:00 p.m. (Winnipeg time) on October 31, 2012 (the "Claims Bar Date") by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:**

Alvarez & Marsal Canada Inc., Arctic Glacier Monitor
Address: Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON Canada M5J 2J1
Attention: Melanie MacKenzie and Joshua Nevsky
Email: mmackenzie@alvarezandmarsal.com, jnevsky@alvarezandmarsal.com
Fax No.: 416-847-5201

Failure to file your Proof of Claim so that it is actually received by the Monitor by 5:00 p.m., on the Claims Bar Date will result in your claim being barred and you will be prevented from making or enforcing a Claim against the Arctic Glacier Parties. In addition, you shall not be entitled to further notice in and shall not be entitled to participate as a creditor in the Arctic Glacier CCAA proceedings.

SCHEDULE "A"

SECTION 3 – AMOUNT OF CLAIM OF CLAIMANT AGAINST DEBTOR

3 Amount of Claim

The Debtor was and still is indebted to the Claimant as follows:

Currency	Amount of Claim (including interest to October 31, 2012)	Unsecured Claim	Secured Claim
A. Canadian	<p>Outstanding Unpaid Retail Royalties for 2000 to and including 2012. Amount Claimed in each year, 2000 to and including 2012, is equal to the greater of:</p> <p>a) .0075 x Sales (as herein defined) in each year; and</p> <p>b) \$5,000 per annum.</p> <p>"Sales" mean Gross Sales of Retail Water (including all sales of bottled water and all other sales of products of Arctic under the name Arctic Glacier, including sales of any product marketed under the name "bottled water in a bag", "bottle water in a bag" "bottled water quality", "bottle water quality" or any variation thereof, where the name "bottled water" or "bottle water" forms any part of the packaging of the product sold ("Sales"), excluding only sales of water in bulk containers, for the years 2000 to 2012, inclusive.</p> <p>Plus interest pursuant to <i>The Court of Queen's Bench Act</i>, Part XIV, s. 78-82, interest calculated based on each payment due 30 days following each quarter of each year, quarter defined to mean March 31, June 30, September 30 and December 31 in each calendar year, and interest to accrue until date of payment</p> <p>Sales are to be based upon the financial information of Arctic for the years 2000 through to and including 2012</p>	X	
B. Canadian	<p>Termination Payment Due July 27, 2012 Amount Claimed is equal to the greater of:</p> <p>a) 6 times the Retail Royalties payable for calendar year 2011, based upon .0075 x Sales in 2011 (as defined in Section 3 A hereinbefore particularized) ; and</p> <p>b) \$250,000.</p> <p>plus interest on the greater amount from July 27, 2012 to October 31, 2012 and thereafter until date of payment</p>	X	

	pursuant to <i>The Court of Queen's Bench Act</i> , Part XIV, .5% per annum.		
Currency	Amount of Claim (including interest to October 31, 2012)	Unsecured Claim	Secured Claim
C. Canadian	Amount payable June 21, 2012 due to court ordered extinguishment of the License in favour of the Claimant to use trademark "Arctic Glacier" in Canada or the U.S.A., during the lifetime of Peggy Johnson, equal to \$500,000.00 plus interest from June 21, 2012 pursuant to <i>The Court of Queen's Bench Act</i> , Part XIV, at .5% per annum.	X	

Example

For Section A:	Retail Royalties for 2010	
	Sales	\$233,489,000
		x .0075
	Retail Royalty Payment due for 2010 =	\$ 1,751,675

Example

For Section B:	Retail Royalties due for 2010	
	Assume identical Sales calculation for 2011	
	Termination Payment Due:	\$ 1,751,675
		x 6
		\$10,507,005

Examples are for illustrative purposes only and are subject to full disclosure of information of all Sales by Arctic for the relevant years based on the definition of "Sales", as herein provided.